

GENERAL TERMS AND CONDITIONS OF SALE

Last Modified: 16 June 2026 (v.06_16_2026)

1. DEFINITIONS

In this document the following capitalized terms shall have the following meanings which shall be equally applicable to the singular or plural forms of such terms and be interpreted, as appropriate, to include the masculine and feminine genders:

"Buyer"	means the person or legal entity purchasing Products from Seller.
"Parties" or "Party"	means Seller and/or Buyer.
"Products"	means any semiconductor hardware product and any microcode, firmware or embedded software integrated into the hardware product, and/or any other product sold by Seller to Buyer.
"Seller"	means SIPEARL a joint-stock company (<i>société par actions simplifiée</i>) duly organized and existing under the laws of France and having its registered office at 38-44 rue Jean Mermoz 78600 Maisons-Laffitte – France registered under number 851434365 RCS Versailles.
"T&C"	means the following general terms and conditions of sale.

2. SCOPE OF THE T&C

Unless otherwise stated in a written agreement duly signed by Seller, these T&C shall apply to all quotations, offers, sales, deliveries and warranties of Products offered or sold by Seller to Buyer.

All exchanges between Seller and Buyer relating to the sale of Products are subject to the T&C.

Any terms and conditions contained in any document issued by Buyer (such as, for example but not limited to, general terms and conditions of purchase, or any mention in purchase order), are explicitly rejected by Seller and are not binding in any way on Seller unless such terms and conditions have been expressly accepted in a written agreement duly signed by Seller.

Buyer agrees that its acceptance of Seller's quotation constitutes an acceptance of these T&C.

3. QUOTATIONS, ORDERS AND CONFIRMATION

For each Product's sale, Seller sends to Buyer an offer ("**Quotation**").

Unless otherwise stated, Quotations are valid for a period of thirty (30) days from the date of issue.

All Quotations reference the T&C: Buyer is presumed to have received, read and accepted them.

Buyer's order related thereto ("**Purchase Order**"), whatever its form, is deemed to be the acceptance of the Quotation by the Buyer. Parties agree that the sale of the Products is concluded upon final acceptance, whatever its form, by the Seller of Buyer's Purchase Order ("**Order Confirmation**"). The Quotation may be withdrawn by Seller at any time prior to Order Confirmation.

No Order Confirmation, in whole or in part, may be rescheduled or cancelled without the prior written consent of Seller.

4. PRICES – PAYMENTS – INVOICE

Payments and invoices

The sale price (“**Price**”) (i) is the one stated in the Order Confirmation and (ii) excludes any applicable taxes, customs duties, tariffs, levy, charges imposed by public authorities, currency conversion fees or payment fees, or any other similar charges; all of which shall be paid by Buyer in addition to the Price.

Seller will send to Buyer an invoice. In case of milestone payments, invoices will be issued in accordance with the agreed timelines. Seller reserves the right to require full or partial payment in advance.

All payments must be made within thirty (30) days of the invoice date. There is no discount for early payment. All payments shall be made in euros.

If the payments are subject to any applicable VAT (which means the french “*taxe sur la valeur ajoutée*”), Seller will provide Buyer with an invoice which specifically states this VAT.

Late payment

In the event of non-payment or late payment by Buyer, Seller reserves the right, from the day after the due date shown on the invoice, to immediately suspend ongoing deliveries, until full payment of all sums due,

Any late payments shall automatically the day following the due date, in accordance with French law:

- bear interest in favor of Seller at a daily rate equal to three (3) times the statutory interest rate, provided that it isn't lower than the interest rate applied by the European Central Bank to its more recent refinancing operation plus ten (10) percentages points, then this latest rate applies, of the overdue amount without prejudice to additional compensation if the collection costs actually incurred exceed this amount,
- entitle the Seller to a fixed indemnity of forty (40) euros for recovery costs, without the need for any prior formal notice.

If, within thirty (30) days of a formal notice to pay, Buyer has not paid the sums due in full, the Seller is entitled to void the sale without prejudice to its right to recover the whole Price.

5. DELIVERY OF PRODUCTS – RETENTION OF TITLE – TRANSFER OF RISKS AND OWNERSHIP

Terms and dates

All delivery dates communicated by Seller are only approximate and may be subject to change by Seller.

Seller will use reasonable efforts to meet the communicated delivery dates but will not be held responsible for any deliveries made within a reasonable timeframe before or after the stated delivery date. Buyer agrees that failure to deliver by an estimated delivery date shall not give the Buyer any right to claim compensation, nor impose any liability on Seller.

All sales will be made ExWorks (ExW) Incoterms 2020; Products will be packed at Seller's option.

Retention of title

The Seller expressly retains ownership of the Products until complete payment of any sum due by the Buyer has been received by the Seller.

Transfer of ownership

The transfer of ownership of the Products is suspended until complete payment of any sum due by Buyer has been received by the Seller. The delivery of the Products to Buyer's designated premises or the issuance of invoices by the Seller shall not operate to transfer ownership.

Until title has passed, the Buyer shall keep the Products separately identifiable as Seller's property and shall take all necessary measures to preserve them and protect the Seller's ownership rights.

In the event of non-payment, whether in whole or in part, the Seller shall be entitled to reclaim the Products at the Buyer's expense, without prejudice to any other rights or remedies available to the Seller.

Transfer of risks

Notwithstanding the above retention of title, all risks of loss, theft, deterioration or damage affecting the Products shall pass to the Buyer upon delivery of the Products in accordance with the ExWorks (ExW) Incoterms 2020.

Upon delivery of the Products, the Buyer shall bear all risks relating to the Products, even where ownership has not yet been transferred, and shall maintain adequate insurance coverage for the Products (at least for the full replacement value of the Products) until full payment of any sum due by Buyer has been received by the Seller.

Acceptance

Products are deemed accepted by Buyer unless Buyer provides Seller with a written notice at the latest seven (7) days from delivery of Products with details concerning the default of delivery.

It is Buyer's responsibility to inspect the Products on delivery and to inform Seller of any damage suffered by the Products during transportation, regarding any discrepancy which is, or should be, apparent from inspection.

Any claim regarding non-conformity of Products must meet the following conditions: i) written notice is sent to Seller by the above-mentioned date, ii) written notice contains details and proofs of the alleged default of conformity.

If Buyer does not respect those conditions, it cannot allege a delivery default.

Buyer shall return alleged default Products at its own cost after Seller authorization.

In case of a proven delivery default, the Seller may either replace the Products or refund the Products.

6. SELLER'S WARRANTY

Prototypes – NO WARRANTIES

Seller may supply Products that are preliminary products or software, engineering samples and/or qualified samples, reference designs, pre-production versions, evaluation boards or kits (the "**Prototypes**").

NONWITHSTANDING WHAT IS STATED IN THESE T&C, SELLER MAKES NO WARRANTIES WITH RESPECT TO PROTOTYPES, THE FOREGOING ITEMS ARE PROVIDED "AS-IS".

Products (except Prototypes)

Products are warranted for a period of one (1) year from date of delivery to Buyer ("**Warranty Period**")

- 6.2 Seller warrants that under normal use Products will, at the time of delivery to Buyer, be free from defects in material or workmanship and will substantially conform to Seller's specifications for the Products.
- 6.3 Warranty under Clause 6.2 does not apply to defective conditions, malfunctions, non-conformities, or other errors resulting from: (i) Buyer's (or any third party's) use, misuse, mis-installation, mishandling, neglect, accident, abuse, modification, improper or inadequate maintenance or calibration of any Products; (ii) Seller's compliance with Buyer's instructions including but not limited to any designs, specifications, packaging, or blocks; (iii) combination with any hardware including

but not limited to any modules, devices, or component, software or service not supplied by Seller; (iv) use or repair not in accordance with instructions provided by Seller or (v) failure of Buyer to apply Arm-supplied updates or corrections.

If Buyer fails to comply with the Seller's product specifications, Buyer acknowledges that such non-compliance is at Buyer's sole risk, and Buyer releases Seller from any claims stemming from such use.

- 6.4 Product Remedies: Seller's sole obligation to Buyer for a Product non-compliant with warranty conditions under Clause 6.2 is at Seller's option, to: (i) repair the non-conforming the Product; or (ii) replace the non-conforming Products, provided that: (a) Seller has received written notice of a valid claim Product non-compliant with warranty conditions t with an explanation of non-conformance during the Warranty Period; (b) Customer has promptly returned the non-complying Products to Seller following Seller's RMA instructions as described under Clause 6.5; and (c) Seller has confirmed that the claimed non-conformance exists.
- 6.5 Returns. Before returning any Product to Seller, Buyer must contact Seller for a return material authorization (RMA) number and other applicable instructions. Buyer will return the Product at its expense using DDP Incoterms 2020 to Seller's service facility in accordance with those instructions. After Seller confirms that the Product was nonconforming or defective, Seller will credit Customer for reasonable return shipping cost of defective Products to Seller. Returned Products that are not defective or that contain missing or damaged parts not caused by Seller, may be returned to Buyer, at Seller's sole risk and expense, without credit, repair, correction or replacement.

6.6 DISCLAIMER:

THE WARRANTIES AND REMEDIES PROVIDED IN THESE T&C WITH RESPECT TO PRODUCTS ARE IN LIEU OF ANY OTHER WARRANTY, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, NON-INFRINGEMENT, OR ANY WARRANTY ARISING OUT OF ANY COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE, PROPOSAL, SPECIFICATION OR SAMPLE. SELLER SPECIFICALLY DISCLAIMS ALL SUCH OTHER WARRANTIES. SELLER DOES NOT ASSUME (AND DOES NOT AUTHORIZE ANY PERSON OR ENTITY TO ASSUME ON BEHALF OF SELLER) ANY OTHER LIABILITY. THE WARRANTIES HEREUNDER ARE PERSONAL TO BUYER AND BUYER MAY NOT ASSIGN, TRANSFER, OR PASS-THROUGH ANY SELLER WARRANTY TO BUYER'S DIRECT OR INDIRECT CONTRACTORS AND ANY ATTEMPTED ASSIGNMENT, TRANSFER, OR PASS-THROUGH IS VOID. IN NO EVENT WILL SELLER BE LIABLE FOR ANY MONETARY DAMAGES OR OTHER COSTS ASSOCIATED WITH A WARRANTY CLAIM, INCLUDING ANY LABOR, INSTALLATION OR OTHER RECOVERABLE OR NON-RECOVERABLE COSTS INCURRED BY BUYER.

7. CONFIDENTIALITY

Unless otherwise agreed, all information, data, know-how, trade secrets, technical, commercial, financial, or operational information, specifications, designs, processes, software, hardware, algorithms, customer data, business plans, pricing, and any other information of whatever nature, whether disclosed in writing, orally, visually, electronically, or by any other means by Seller or its affiliates to Buyer shall be deemed to be confidential ("**Confidential Information**").

Confidential Information shall include all information disclosed by Seller prior to the conclusion of any contract or Order Confirmation governed by these T&C, including data sheet, documentation, hardware manual, information exchanged during preliminary discussions, negotiations, due diligence, technical evaluations, or any other pre-contractual engagement between the Parties, whether or not such engagement ultimately resulted in a concluded contract. The obligations set forth in this article shall apply to such pre-contractual information retroactively from the date of its first disclosure.

This clause shall not affect, extinguish, or otherwise limit any obligations, commitments, or liabilities already incurred by either Party prior to the date of its enforcement."

Confidential Information:

- (i) shall be maintained by Buyer in strict confidence, applying security measures no less stringent than those it applies to protect its own confidential information of equivalent sensitivity, and in any event no less than a reasonable degree of care appropriate to the nature of the information concerned; and
- (ii) is provided by Seller “as-is” without any representations or warranties of any kind, except for what is stated in Clause 6; and
- (iii) shall not be disclosed, communicated, or made available by Buyer to any third party without the prior written consent of the Seller,

The obligations of confidentiality set forth in this article shall:

- (i) commence on the date of first disclosure of the relevant Confidential Information;
- (ii) continue in full force and effect during the term of any contract between the Parties governed by these T&C; and
- (iii) survive the termination or expiration of any such contract for a period of ten (10) years thereafter, except in respect of Confidential Information constituting trade secrets (*'secrets d'affaires'*) or know(how) (*'savoir-faire'*), for which confidentiality shall continue for so long as such information remains the character of a trade secret or know-how under applicable law, without temporal limitation.

Such provision of non-use and non-disclosure shall not apply to Confidential Information that the Buyer can prove (i) is or has become public knowledge; (ii) was in the Buyer's possession through no illegal means prior to the disclosure by the Seller; or (iii) is lawfully acquired from a third party who did not obtain it illegally from the Seller.

8. IMPORT/EXPORT CONTROLS

The Products, technology, data or information provided by Seller to Buyer may be subject to export control and sanctions laws and regulations (such Products, technology data or information are referenced hereinafter as the “**Controlled Items**”) including but not limited to and as amended or replaced from time to time:

- the U.S. Export Administration Regulations (“**EAR**”), administered by the U.S. Department of Commerce, Bureau of Industry and Security;
- the regulations administered by the U.S. Office of Foreign Assets Control (“**OFAC**”);
- the EU Dual-Use Regulation (Council Regulation (EC) No 2021/821;
- the UK Export Control Order 2008 and associated legislation administered by the UK Export Control Joint Unit (“**ECJU**”);
- any other applicable national or supranational export control, trade embargo, or economic sanctions regime

(hereinafter collectively referred to as “**Export Regulations**”).

The Parties agree to comply fully with all applicable Export Regulations.

Buyer agrees that it shall not, either directly or indirectly, export, re-export, retransfer, sell, supply or otherwise make available any Controlled Items:

- to any country, territory, or region, subject to export restrictions or sanctions under the applicable Export Regulations;
- to any person, entity, organization or company listed on any applicable restricted list under the applicable Export Regulations;
- for any prohibited end use, including without limitation the development, production, stockpiling, or deployment of nuclear, chemical, biological or radiological weapons or any other weapons of mass destruction or their delivery systems;
- to any military or military-intelligence end-user or for any military end-use, where such transaction is prohibited or restricted under applicable Export Regulations,

in each case without first obtaining the required export license, authorization or other governmental approval under applicable Export Regulations, and without prior written approval from Seller.

Buyer shall provide end-user certifications to Seller, and shall maintain complete, accurate, and auditable records of all transactions involving Controlled Items, including end-user certifications, export classifications,

and screening results, for a sufficient period of time under applicable Export Regulations. Seller or its designated representatives shall have the right, upon reasonable prior written notice, to audit Buyer's compliance with this article.

In the event of failure to comply with the above, Buyer shall defend, indemnify and hold harmless Seller against any and all losses, liabilities, penalties, damages, fines, costs or expenses arising out of or in connection with any violation of applicable Export Regulations.

9. RESALE PROHIBITED

Buyer shall not resell Products in standalone form or otherwise, except where (i) such Products are incorporated into equipment sold by Buyer that includes substantial value-added beyond the Products themselves, and (ii) Seller has expressly authorized such incorporation and resale in writing with respect to the specific equipment concerned.

In the event Buyer seeks to integrate Products into any equipment not previously approved by Seller, Buyer shall provide Seller with prior written notice detailing the intended integration and the information concerning said equipment. Buyer shall not proceed with such integration, nor resell Products in connection therewith, without obtaining Seller's prior written consent, which may be withheld at Seller's sole discretion.

In case of breach of this article, Buyer shall fully indemnify Seller of its damages including, without limitation, attorneys' fees and costs.

Any resale or distribution of the Products as integrated shall not grant Buyer any right to represent itself as a partner, distributor or licensee of Seller.

10. LIMITATION OF LIABILITY – INDEMNITIES

General limitations

IN NO EVENT WILL SELLER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES ARISING FROM ANY CLAIM OR ACTION UNDER THESE T&C OR RELATING TO THE PRODUCTS, INCLUDING BUT NOT LIMITING ANY COST OF REMOVAL AND REINSTALLATION OF GOODS, LOSS OF GOODWILL, LOSS OF PROFITS, LOSS OF BUSINESS OR OPPORTUNITY, LOSS OF USE, OR LOSS OR CORRUPTION OF DATA OR SYSTEMS, VALUE OF THE ENTIRE ASSEMBLY, AND IRRESPECTIVE OF WHETHER SUCH CLAIM OR ACTION IS BASED ON CONTRACT, tortious conduct (including negligence) OR OTHER LEGAL THEORY OR WHETHER SELLER HAS ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGES.

Notwithstanding anything to the contrary contained in this AGREEMENT, SELLER'S TOTAL CUMULATIVE LIABILITY TO BUYER FOR ALL CLAIMS AGAINST SELLER RELATING TO THE PRODUCTS, SHALL NOT EXCEED THE SUM PAID TO SELLER BY BUYER FOR THE SPECIFIC PRODUCT AT ISSUE SOLD HEREUNDER DURING THE 12-MONTH PERIOD IMMEDIATELY PRIOR TO THE OCCURRENCE GIVING RISE TO SUCH LIABILITY. THE EXISTENCE OF MORE THAN ONE CLAIM OR SUIT WILL NOT ENLARGE OR EXTEND THE LIMIT.

PRODUCTS PROVIDED TO BUYER UNDER THIS AGREEMENT ARE NOT SPECIALLY DESIGNED, MANUFACTURED, AUTHORIZED, OR WARRANTED TO BE SUITABLE FOR USE IN MEDICAL, MILITARY, WEAPONRY, NAVIGATION, AVIATION, AUTOMOTIVE, POWER OR ENERGY OR NUCLEAR, SPACE OR LIFE SUPPORT EQUIPMENT OR APPLICATIONS. BUYER IS SOLELY LIABLE FOR SUCH USE, AND SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS SELLER AGAINST ALL CLAIMS, DAMAGES, LIABILITIES, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS) ("LOSSES") FOR SUCH USE.

Exclusion/limitation of Seller's liability

- Seller shall not be liable for any delay or failure to perform any of its obligations hereunder, in whole or in part, if such performance is prevented by any event or circumstance beyond the Seller's control such as, for example: availability of manufacturing materials, default of a provider, delivery delays suffered by Seller, its provider and/or its subcontractors, changes of applicable laws and rules. If, as a result, Seller's performance is delayed by more than six (6) months, the prices set forth herein shall be

subject to appropriate adjustment by Seller. Seller may implement engineering changes required to satisfy laws standards, or for environmental, health or safety reasons.

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- Seller has no obligations to guarantee the universal compatibility of the Products with all systems, software, peripherals, components etc., and it is Buyer's sole responsibility to check the compatibility of the Products, to ensure that the necessary components and software are installed, to follow Seller's recommendations. No incompatibility may be considered as a default of conformity.

Breach of its duties by Buyer

Without prejudice to any rights or remedies Seller may, by written notice to Buyer, avoid the sale of Products with immediate effect in whole or in part, without any liability, if:

- Buyer fails to make payment for any Products when due;
- Buyer fails to accept conforming Products delivered;
- Buyer violates or breaches any of the provisions of these T&C.

11. INTELLECTUAL PROPERTY RIGHTS

The sale of Products to Buyer shall not be construed as transferring, whether expressly or implicitly, any intellectual property right, title or interest of any kind whatsoever in or to the Products, their components, embedded technologies or associated developments to Buyer.

Seller is and shall remain the sole and exclusive owner of all intellectual property rights relating to Products, including but not limited to : patents, patent applications and utility models; rights in semiconductor topographies and layout designs; copyrights and neighboring rights, including on any embedded microcode, firmware or software elements; trade secrets, confidential information, know-how, algorithms, architectures, specifications and designs; trademarks, trade names and commercial designations, whether registered or unregistered, worldwide.

As strictly necessary for the sole purpose of using the Products in accordance with their intended purpose and Seller's specifications, Seller grants Buyer a limited, non-exclusive, non-transferable, non-sublicensable and revocable license to use the Products as delivered, without any right of access to, or use of, their internal design, software or microcode.

Buyer expressly agrees that it shall not, and shall ensure that its affiliates, employees, contractors, agents, customers, and any other third party do not, directly or indirectly:

- (i) reverse engineer, decompile, decrypt, disassemble, analyze or otherwise attempt to derive, reconstruct or identify the trade secrets, architecture, design, source code, microcode, firmware, algorithms or internal structure of the Products;
- (ii) modify, adapt, translate, create or attempt to, any derivative work, competing product or substitute product based upon, or derived from the Product or any such analysis as stated in (i) of the Product;
- (iii) remove, disable, circumvent, alter or obscure any technical protection measure, encryption mechanism, access control, proprietary notices or markings incorporated into or associated with any Product;
- (iv) engage, retain or otherwise assist any third party in conducting any of the foregoing activities.

Any microcode, firmware or embedded software integrated into the Products

- (i) is an integral and inseparable part of the Products,
- (ii) is proprietary to Seller and
- (iii) does not constitute a software product sold or licensed independently.

If Buyer breaches the provisions of this article, it will indemnify Seller and hold harmless Seller from and against any claims, damages, losses, costs and expenses including reasonable attorneys' fees, arising from or in connection with such breach, without limitation.

The obligations set forth in this article shall survive the termination or the expiration of any contract governed by these T&C for an indefinite period.

12. GENERAL PROVISIONS

Time period

Unless otherwise specifically indicated, any time period expressed in days shall be understood as calendar days.

Assignment

Buyer may not assign, novate, delegate, or otherwise transfer its rights or obligations under these T&C to any third party without the prior written consent of Seller.

Severability

Should any provision of the T&C be or become invalid or should there be an omission in these T&C, this shall not affect the validity of the remaining provisions of the T&C.

In place of the invalid provision or to remedy the omission, an appropriate, legally permissible provision shall be added by Seller.

Delay or Omission

Any delay or omission of Seller to enforce or exercise the rights hereunder shall not be deemed a waiver of any corresponding authorization to act.

Force majeure

Neither Party shall be liable for any failure or delay in performing its obligations under these T&Cs (except for payment obligations) if such failure or delay results from a force majeure event (as defined by French Civil Code's article 1218 and applicable case law).

The affected Party shall promptly notify the other Party of the occurrence and cessation of the force majeure event.

If the force majeure event is temporary, the performance of the affected obligations shall be suspended for the duration of the event and the corresponding deadlines shall be extended accordingly.

If the force majeure event permanently prevents performance of the affected obligations, the Agreement shall automatically terminate, without either Party being entitled to claim any damages or compensation from the other as a result of such termination.

13. GOVERNING LAW, JURISDICTION

The United Nations Convention on Contracts for the International Sale of Goods shall not apply to the sale of any Products.

T&C, and any disputes arising out of or relating thereto, shall be governed by and interpreted in accordance with the laws of France, including for the law of governing conflicts of laws and/or jurisdiction.

The exclusive jurisdiction for any dispute arising out of or in connection with these T&C lies with the Commercial Court of Paris (FRANCE).
